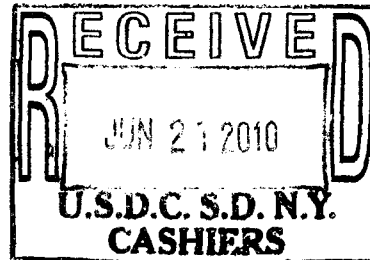


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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
STARR INDEMNITY & LIABILITY COMPANY a/s/o
ECONOCARIBE CONSOLIDATORS, INC.



Plaintiff,

10 CV ()

- against -

COMPLAINT

BERNUTH LINES LTD. and ANGELN GMBH & CO.
KG,

Defendants.

-----X

Plaintiff, STARR INDEMNITY & LIABILITY COMPANY a/s/o ECONOCARIBE
CONSOLIDATORS, INC. ("STARR" and "ECONOCARIBE") by way of complaint against
defendants, BERNUTH LINES LTD. and ANGELN GMBH & CO. KG, says:

JURISDICTION

1) This action arises from the transportation of goods by motor vessel by water for hire
and this court has subject matter jurisdiction over this action pursuant to Rule 9(h) of the Federal
Rules of Civil Procedure and is within the admiralty and maritime jurisdiction of the United States
and of this Honorable Court.

2) This Court has in personam jurisdiction over the defendants who transacted regular
and systematic business within the State of New York.

PARTIES

3) Plaintiff, Econocaribe Consolidators, Inc., is a non-vessel owning common carrier who consolidates LCL (less than container loads) and FCL (full container loads) with its principal place of business at 2401 NW 69th Street, Miami, Florida 33147

4) Starr Indemnity and Liability Company is an insurance company in good standing and authorized to write policies of insurance in the State of New York with an office located at 399 Pasrk Avenue, New York, New York 10022-4681.

5) Upon information and belief, defendant Bernuth Lines, Ltd., was and now is a corporation or other business entity organized and existing under and by virtue of the laws of a foreign country, with an office and place of business at 3201 N.W. 24th Road, Miami, FL 33142-6913. Upon information and belief Bernuth Lines, Ltd. is engaged in the transportation of goods by water for hire. Upon information and belief defendant Bernuth Lines, Ltd. were and now are engaged in business as common carriers of merchandise by water for hire, and owned, operated, managed, chartered and/or otherwise controlled the vessel M.V. ANGELN as common carriers of merchandise by water for hire.

6) Upon information and belief, defendant Angeln GmbH & Co. KG were the Registered Owners of the M/V ANGELN and were and now are a corporation or other business entity organized and existing under and by virtue of the laws of a foreign country, with an office and place of business at Schaarsteinwegsbruecke 2, 20459, Hamburg, Germany.

FACTS

7) On or before February 21, 2010, various shippers contracted with Econocaribe Consolidators, Inc. for the transportation of various shipments.

8) On or before February 21, 2010, plaintiff, Econocaribe Consolidators, Inc. was granted authority to issue Shippers Interest Insurance to its shippers under a policy of insurance issued to it by plaintiff, Starr Indemnity & Liability Company.

9) On or before February 21, 2010, plaintiff, Econocaribe Consolidators, Inc. issued Certificates of Insurance to its customers for cargoes tendered to defendant, Bernuth Lines, Ltd. for transportation by water on board the M/V ANGELN.

10) The various shipments were delivered to and received by defendant, Bernuth Lines, Ltd. in good order and condition and placed on board the M/V ANGELN.

11) The cargo was to be on carried on board the M/V ANGELN from Florida to various ports in Barbados, West Indies.

12) On February 21, 2010 the vessel, M/V ANGELN sailed from Vieux Fort with a destination of Barbados and shortly after its departure the vessel capsized and sank resulting in a total loss of cargoes tendered to plaintiff, Econocaribe Consolidators, Inc.

13) Econocaribe Consolidators, Inc. received claims from its shippers and paid claims to said claimants under the applicable Shippers Interest program.

14) Econocaribe Consolidators, Inc. filed claims with its insurer plaintiff, Starr Indemnity and Liability Company for each cargo insured under the Shippers Interest program and paid by Econocaribe.

15) Econocaribe further filed claim with its insurer, Starr Indemnity and Liability Company for freight due and owing it by its customers.

16) Starr Indemnity and Liability reimbursed Econocaribe Consolidators, Inc. for payments made to its shippers for lost cargo.

17) Starr Indemnity and Liability paid its insured, Econocaribe Consolidators, Inc. for due and owning freight.

18) Starr Indemnity and Liability Company became subrogated to all the rights of Econocaribe Consolidators for the losses suffered by Econocaribe's customers as well as freight payments under the terms of the policy of insurance.

19) As a result of defendant, Bernuth Lines, Ltd. and vessel owners' breach of its contract of carriage, plaintiffs have sustained actual damages in the amount of \$176,960.96.

20) By reason of Defendants breach of their contractual obligations to deliver goods tendered to it by Econocaribe in the same good order and condition as received, plaintiffs have suffered damages in the amount of \$176,960.96.

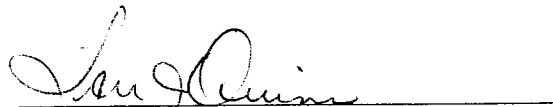
21) Plaintiff has fully performed all their obligations and conditions and the damages suffered were caused by defendants.

WHEREFORE, plaintiffs' demands judgment against Defendants, in the total amount of \$176,960.96, together with pre-judgment and post-judgment interest, and costs of suit be taxed against defendants and for such other and further relief as this Court may deem just and proper in this matter.

Dated: New York, New York
June 17, 2010

Marshall, Dennehey, Warner, Coleman & Goggin

BY:



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Lori J. Quinn

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